

# *COMPREHENSIVE AGREEMENT*

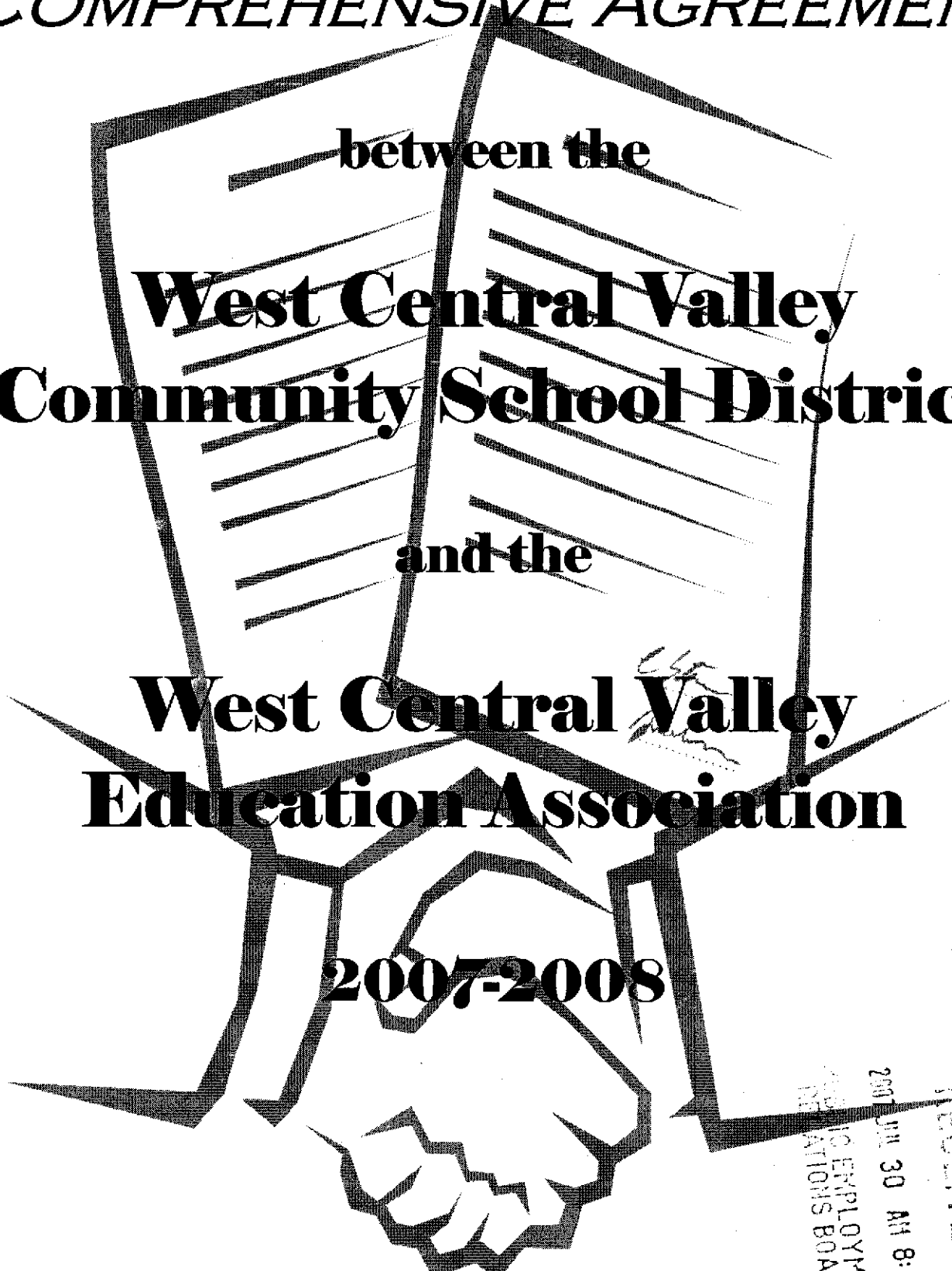
between the

**West Central Valley  
Community School District**

and the

**West Central Valley  
Education Association**

**2007-2008**



216

RECEIVED  
2007 JUN 30 AM 8:56  
WEST CENTRAL VALLEY  
EDUCATION BOARD

## CONTENTS

### **CHAPTER I: RELATIONSHIPS**

Article I:	Preamble	2
Article II:	Recognition	3
Article III:	Definitions	4
Article IV:	Dues Deductions	5
Article V:	General Clauses	7

### **CHAPTER II: PROCEDURES**

Article VI:	Evaluation Procedures	8
Article VIA:	Coaching Evaluation	10
Article VII:	Transfer Procedures	11
Article VIII:	Staff Reduction Procedures	12
Article IX:	Health & Safety Procedures	14

### **CHAPTER III: HOURS**

Article X:	Work Day	15
Article XI:	Leaves of Absence	17

### **CHAPTER IV: COMPENSATION AND BENEFITS**

Article XII:	Compensation	21
Article XIII:	Insurance	24

### **CHAPTER V: GRIEVANCES**

Article XIV:	Grievance Procedures	25
--------------	----------------------	----

### **APPENDIX A: SALARY SCHEDULE**

29

### **APPENDIX B: SUPPLEMENTAL SCHEDULE**

30

### **GRIEVANCE FORMS**

*416 teachers  
covered for  
2006-2007*

## CHAPTER I: RELATIONSHIPS

### ARTICLE I: PREAMBLE

The West Central Valley Community School District and the West Central Valley Education Association, through good faith negotiations, have reached certain understandings. Therefore, it is agreed as follows:

## ARTICLE II: RECOGNITION

The West Central Valley Community School District, governed by the Board of Education, is recognized as the Employer. The West Central Valley Education Association is recognized as the exclusive bargaining representative for certain employees of the West Central Valley Community School District as set forth in PERB certification instrument (Case No. 6670) issued by the PERB on the 8th day of July, 2003. The unit described in the above certification as follows:

Included: Regular full-time certified teachers and regular part-time certified teachers, including the guidance counselors, certified media specialists/librarians, special education teachers, and Title I teachers.

Excluded: Superintendent, principals, other administrative employees, school nurse, teacher aides, tutors, athletic director, secretaries, clerks, custodians, bus drivers, cooks, substitute teachers, student teachers and all other employees of the West Central Valley CSD, including those excluded under Section 4 of the Act.

### ARTICLE III: DEFINITIONS

1. The term "Board" shall mean the Board of Education of the West Central Valley Community School District or its duly authorized representatives.
2. The term "District" shall mean the West Central Valley Community School District.
3. The term "Employee" shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
4. The term "Association" shall mean the West Central Valley Education Association or its duly authorized representatives.
5. The term "Administration" shall mean any and all building principals and/or superintendent of schools.

#### ARTICLE IV: DUES DEDUCTION

A. Authorization:

Any employee who is a member of the West Central Valley Education Association may sign and deliver to the Board Secretary an assignment authorizing payroll deductions for professional dues. The Association will inform its members of the dues deduction system and provide the necessary authorization cards for the deduction.

B. Definition of Dues:

Deduction for dues shall be limited to regular dues for the current year. This does not include collecting for initiation fees, special assessments, back dues, fines or similar items.

C. Regular Deduction:

Pursuant to the deduction authorization, the Board Secretary shall deduct one-ninth (1/9) of regular dues from the regular salary check of the employee each month for nine months beginning in October and ending in June of each year. The amount of regular dues to be deducted from each employee's check shall be set by the Association.

D. Duration:

Such authorization shall continue in effect for one year. A new deduction check-off authorization will be required for each year. The authorization cards must be in the hands of the Board Secretary not later than October 5 of each year.

E. Termination:

A member may terminate the deduction check off at any time by giving thirty days' written notice to the Board Secretary.

F. Indemnification:

The Association agrees to indemnify and hold harmless the Board, each individual Board member, all administrators and District business office personnel against any and all

claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

ARTICLE V: GENERAL CLAUSES

- A. General Saving Clause: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- B. Printing Agreement: Copies of this Agreement shall be printed by a mutually agreed upon party at the joint expense of the District and the Association within thirty (30) days after the Agreement is signed. The Agreement shall be given to all employees now employed and hereafter employed. Both the Board and the Association shall be provided with seven (7) additional copies.
- C. Whenever a notice is required to be given by either party to this Agreement, either party shall do so in the following manner:
1. A letter from the Association to the Board President and Superintendent.
  2. A letter from the Board to the Association President.
- D. Duration Period: This Agreement shall be effective from July 1, 2007 through June 30, 2008.
- E. Signature Clause:

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 13th day of April, 2007.

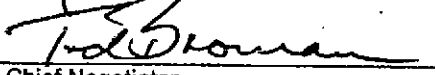
WEST CENTRAL VALLEY CSD

by   
Its President

by   
Its Chief Negotiator

WEST CENTRAL VALLEY EA

by   
Its President

by   
Its Chief Negotiator



## CHAPTER II: PROCEDURES

### ARTICLE VI: EVALUATION PROCEDURES

- A. All employees shall be informed in writing of the District's formal and informal observations, evaluation procedures and instruments prior to any formal evaluation.
- B. The classroom teaching performance of all probationary employees shall be observed formally and evaluated at least twice a year. The classroom teaching performance of other regular full-time and regular part-time teachers shall be observed formally and evaluated a minimum of once every three years. The minimally required formal observation and evaluation of non-probationary teachers shall be conducted prior to May 15. Career teachers will have individual career development plans. Career teachers will have a performance review at least once every three years.
- C. Evaluation of employees shall also be based on the following informal observations: records of attendance and punctuality and performance of assigned duties.
- D. Results of the formal and informal observations shall be evaluated in writing and a copy given to the employee. The evaluator shall hold a meeting with the employee within twenty school days after a formal observation to discuss observations and evaluations. All formal evaluations shall be conducted with the knowledge of the employee. If an evaluation indicates that a career teacher is not meeting the expectations of the Iowa Teaching Standards or other District criteria, then the Evaluator and the Employee shall discuss how the Employee fails to meet the standards/criteria and will discuss what should be done for the Employee to improve.
- E. The employee shall have the right to submit for inclusion in his/her personnel file an explanation or other written statement regarding the evaluation within two weeks of receipt of the written evaluation.
- F. Each employee shall have the right to review the contents of his/her personnel files. At the employee's request, a representative may accompany the employee on this review.

- G. The personnel files shall include all employee personnel information, including all completed evaluations, but not university credentials designated as closed or grievances, which shall be kept in a separate file.
- H. The employee shall have the right to respond to all materials contained in his/her personnel files with such response becoming part of said file.
- I. An employee will be notified in writing within seven (7) school days of the following being placed in the employee's file: Complaint, Evaluation or Reprimand.

ARTICLE VIA: COACHING EVALUATION:

- A. The Athletic Director or another designated administrator shall meet annually with coaches prior to formal evaluation to review the evaluation procedures and the evaluation instrument.
- B. At the end of each season/activity, the Athletic Director or another designated administrator will formally evaluate each coach, provide the coach a copy of the formal evaluation and conference with the coach regarding the evaluation.

## ARTICLE VII: TRANSFER PROCEDURES

- A. Any employee may apply for a transfer by making such application in writing to the Superintendent. A transfer is the movement of an employee to an open position involving a change of building, grade level or curriculum area. A realignment of employees in the context of a reduction in staff is not a transfer. An 'open position' is a permanently unoccupied position as defined by the employer, which the employer desires to fill.
- B. If the employee volunteering to transfer to an open position is best qualified for that position, in the sole judgment of the Employer, he/she will have priority over employees who have not volunteered to transfer or prospective employees. Employees who are involuntarily transferred or are denied a voluntary transfer will be given a written reason(s).
- C. Notice of Employer-initiated transfer shall be given in writing to employees as soon as practical or no later than May 15, except in cases of emergency. The Employer maintains the right to assign employees according to the needs of the School District.
- D. Posting/Notification. Open positions will be posted during the school term in the administrative office and all school buildings, and during the summer in the administrative office and on the District's website. If an employee desires to be considered for an open position arising during the summer, the employee may pre-file a request with the superintendent prior to the end of the school year, stating the position or positions for which the employee desires to be considered. Employees will be furnished with pre-filing forms prior to the end of the school year for summer vacancies. At the expiration of each summer, pre-filed requests will terminate. Employees who have pre-filed for open positions arising during the summer will be notified of open positions which match their pre-filed declaration of interest. Positions will not be permanently filled prior to the expiration of five calendar days after posting on the District's website.

#### ARTICLE VIII: STAFF REDUCTION PROCEDURES

In the event the Employer determines it is necessary to have a reduction in staff, the Employer shall attempt to accomplish such by attrition. The following procedures shall be followed:

- A. Layoffs will be made within the following three (3) categories. It is the intention of the parties that these categories shall be considered as separate units:
  - (1) elementary (including elementary special teachers);
  - (2) middle/junior high school (including middle/junior high special teachers);
  - (3) high school (including high school special teachers).
- B. Given the necessity to maintain the most competent and qualified staff available, the employer, in determining which employees are to be reduced, will consider employee certification, employee evaluation and the need to maintain the District programs. If in the judgment of the employer, two or more employees are judged to be equal within a category based on the foregoing criteria, the least senior employee within a category will be laid-off. Seniority means an employee's length of fulltime service with the employer. Service includes service with either the Dexfield or Stuart-Menlo predecessor Districts. A part-time employee shall accrue seniority on a pro-rata basis.
- C. Once the decision as to the employee(s) who is (are) to be reduced has been made, the parties shall follow the procedures spelled out in Section 279.15 of the Iowa Code.
- D. Recall: Laid off employees shall advise the Superintendent of their current addresses and other employment during layoffs. If the designated time has elapsed since their layoff, they shall have no recall rights. If an employee fails to notify the Superintendent of a change of address or fails within fifteen (15) days of receipt of notice of recall to advise the Superintendent of the employee's desire and availability to return to work, any recall rights shall terminate.

Employees shall have recall rights and shall be returned to their salary step on the salary schedule to any position which becomes available within the category from which the employee was laid off for the following length of time:

An employee who is terminated for the purpose of staff reduction under Chapter 279 of the Iowa Code or who resigns upon request in lieu of termination for purposes of staff reduction shall have recall rights for one (1) calendar year from June 30, following the end of the employee's previous teaching contract.

- E. The Board will maintain a seniority list and deliver a copy to the Association by October 1. The seniority list will be arranged by staff reduction category and will include names and years of service.

#### ARTICLE IX: HEALTH AND SAFETY PROCEDURES

- A. All new employees are required to have a physical examination within six weeks of their initial start date. The school physical form shall be provided to the new employee, and will need to be returned to the Business Office within the first six weeks of employment. The District will pay up to \$50.00 (payable from receipt) toward the cost of the physical examination, which is not reimbursed by District health insurance or the Employee's personal health insurance plan. Any charges in excess of this sum will be paid by the employee.
- B. The Employer shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor, in the course of performing the professional duties associated with their employment, to be alert to unsafe practices, equipment or conditions and to report these to their immediate supervisors. Such unsafe practices, equipment and/or conditions shall be inspected within a reasonable amount of time by the supervisor and corrections recommended to the Employer.

## CHAPTER III: HOURS

### ARTICLE X: WORK DAY

- A. The normal working day for regular full-time employees not having extra assignments shall be eight (8) consecutive hours. This shall include a twenty-five (25) minute duty-free lunch unless an emergency or the unavailability of the regular supervisor requires duty assignment. The arrival and departure time for each employee shall be determined by the Employer. The duty-free lunchtime may include the time designated as passing time between classes.
- B. An employee may leave the building after notifying the principal's office during his/her lunch period.
- C. On Fridays and on days preceding holidays, employees may leave the school building 15 minutes after student dismissal. Workshop days, last day of school, and any release that would violate the five and one-half hour minimum day as required by the State of Iowa is exempt from this provision.
- D. In addition to their classroom teaching, employees shall be responsible for other educational and school duties as may be assigned by the Employer. In case of parent-teacher conferences at night, classes on that day will be dismissed early. In case of an Open House, employees shall participate.
- E. Employees shall attend staff meetings called by the Employer. These meetings may start before or extend beyond the working day, but may not start before 7:45 A.M. or last beyond 4:30 P.M. No staff meeting shall be called after 4:30 P.M.
- F. The length of the school-work year shall be 193 days. Additional professional development days required by an act of legislation will be added to the existing work year calendar. In-service days, work days, teaching days and holidays are considered days of working service and are compensated for in the annual salary. The employer has the right to determine work assignments and/or convert in-service days, and work days into teaching days at any time during the length of the school-work year due to unforeseen loss of scheduled school time because of weather conditions or unspecified natural or national disasters. The District shall



not be liable for employees' salaries during the time schools are closed by order of the Board of Health or civil authorities.

- G. With the exception of school dismissal due to snow, sleet, ice or other weather conditions, which make bus travel too hazardous or school dismissal due to heat making classroom temperatures intolerable, employees' attendance may be required at the discretion of the Employer at a time when student attendance is not required. Teachers will be allowed to leave after student dismissal and all students have departed on buses for home on days of early dismissal due to conditions listed above. Such days of required employee attendance shall count as contract days.

- H. Paid holidays during the service year will be:

Labor Day

Christmas Day

Thanksgiving Day

New Year's Day

Memorial Day

No employees shall be required to perform services on any of the above days.

## ARTICLE XI: LEAVES OF ABSENCE

### A. Medically-Related Disability Leave/Doctor Appointment Leave

1. An employee must report the intention to be absent from duty to the designated Employer representative not later than 7:00 A.M., if possible, on the day of the absence. If possible, notification should be given the previous day. If an employee expects not to return to an assignment, he/she should notify the immediate supervisor by 3:30 P.M. on the previous day, if possible.
2. A leave of absence for regular full-time employees' medically-related disability shall be allowed for consecutive years of employment as follows:
  - 10 days the first year
  - 11 days the second year
  - 12 days the third year
  - 13 days the fourth year
  - 14 days the fifth year
  - 15 days the sixth and subsequent years
3. If an employee does not need to use the allotted days during the contract year, the unused days will be added to the allowance for the succeeding years. The maximum amount of accumulated medically related leave shall be one hundred (100) days. Medically related disability leave that is earned for the current year (current minimum entitlement) will be used prior to deducting from the 100 days. All accumulated medically related disability leave is forfeited upon termination of employment.

### B. Bereavement Leave

In case of death of spouse, (step) child, (step) parent, or spouse's parent, up to five (5) consecutive school days of leave per death with pay will be granted at the request of an employee. The superintendent may grant up to two (2) additional days for extenuating circumstances.

In case of death of (step) sister, (step) brother, sister-in-law, brother-in-law or grandparent, up to two (2) days of leave per death with pay will be granted at the request of the employee. One additional day per year will be granted in the case of a friend or relative outside of the employee's immediate family as defined above.

If greater leave is requested for the above bereavement cases or to attend funerals of other relatives or those with close personal relationships, the determination shall be made by the superintendent on granting such requested leave without pay.

C. Personal Leave

Employees may be allowed two (2) days of personal leave with pay, (personal to mean "private, without documented reason required)." Written application shall be made to the building principal at least five (5) days before the requested leave, but personal leave may not be taken the day before or the day after a school holiday or vacation period or during teacher in-service or parent-teacher conference days. If the personal leave is not used in one year, it shall not be cumulative to the next year. No more than two applications within a building shall be granted in a day.

- D. An employee may make application for payment of unused personal leave earned during the school year. Such application must be made by or not later than June 5 of the school year in which leave is earned. Payment shall be made based upon the substitute per diem rate to the employee during the month of June.

E. Jury Duty

Any employee called for jury duty or court appearance under subpoena during school hours shall be provided such time with pay. Any remuneration the employee receives for such duty, except mileage, shall be turned over to the District.

F. Association Leave

Employee member(s) of the Association in total shall be granted up to two (2) contract days to participate in its affairs at state or national levels. The Association shall select the employee or be paid by the Association. Substitute teachers, if hired, will be paid by the Association.

G. Professional Leave

Attendance at educational meetings or visitations at other schools may be permitted if such absence is requested by the principal and approved by the Superintendent. A written request, defining the purpose of the site visit and/or attendance at a meeting must be submitted at least 5 days in advance of the anticipated activity.

H. Absence Without Pay

Absence without pay may be authorized at the Superintendent's discretion. The employee shall make written application for authorization at least five (5) school days in advance of the beginning of the absence. The Superintendent's decision shall be final, and he shall provide his written answer within two (2) working days.

- I. The above leaves are based on regular full-time employee's time. Leaves for regular part-time employees shall be on a pro rata basis -- the proportion of time regularly worked to full-time.

J. Family Leave

Employees may use no more than four days of sick leave for family(as defined in Board Policy) illness per school year. The leave must be approved by the Superintendent or his/her designee, whose decision shall be final and not subject to the grievance procedure.

K. Temporary Leave

An employee may leave at the close of the school day for a doctor appointment or documented business appointment, which cannot be conducted outside the school day. They must, however, make up the time within (5) school days.

An employee may also be excused for up to two (2) one-hour segments of time during the school day for doctor appointments or documented business appointments, which cannot be conducted outside the school day. They must, however, pay for the substitute teacher or have a certificated teacher cover the class at no cost to the West Central Valley District. Such leaves shall be at the discretion of the principal, whose decision shall be final and not subject to the grievance procedure.

- L. Other Paid Temporary Leave. Other temporary leave with pay may be granted by the Superintendent in the Superintendent's non-grievable discretion.

## CHAPTER IV: COMPENSATION AND BENEFITS

### ARTICLE XII: COMPENSATION

- A. The basic salary of regular full-time employees covered by this Agreement is set forth in Appendix A, which is attached to and incorporated in this Agreement. The basic salary of regular part-time employees during the length of the individual contract shall be at a ratio proportionate to the employee's part-time condition of employment. All salaries and benefits under this Agreement will start on the first day the employee reports for duty in the current school year.
- B. Extra duty pay shall be awarded according to Appendix B, which is attached to and incorporated in this Agreement. Extra duties are contracted on a year-to-year basis by the Employer.
- C. All professional employees and their spouses are to be given an employee activity pass if they choose to participate in a work/activity pass exchange program. Any teacher who chooses not to participate must notify their building principal in writing no later than the end of the last day of the beginning year faculty workshop. If notification is not received in writing, the assumption will be made that the teacher chooses to participate. Each employee will work a maximum of three (3) extra-curricular duties --(tickets, hall duty and the like)--at school activities, as assigned by the Employer and at no additional pay. A volunteer in this program who works the above duties more than three times and is assigned in writing additional duties, will be paid at the rate of \$20.00 per event.
- D. If school trips are specifically authorized in advance by the principal, the Employer will pay employees mileage at the Board established rate (according to board policy) for use of the employee's personal vehicle. If trips between schools in different locations are required by the teacher's class or approved non-pay extra duty assignments (ticket-taking excluded) and the teacher is required to use his /her personal vehicle for that purpose, **mileage will be paid at the Board established rate (not less than 26 cents per mile)** for mileage from the first location to the second location and return to the first location, unless school transportation is provided. These

trips must be authorized in advance by the Employer and the record for payment must be submitted monthly.

- E. Employees moving from one classification to another may move vertically and horizontally the same year.
- F. Requests for reclassification in different educational lanes will be accepted until September 1, of any current school year, to include work completed prior to September 1 of that year. A certified transcript must be submitted to the Superintendent for evaluation as soon as same is available from the university or by October 1 of that year. The salary increase as a result of reclassification in educational lanes will be retroactive to the effective date of the salary schedule. The following applies to hours approved by the Employer. All semester hours credit the employee is requesting to be applied toward advancement toward the BA/BS+10 or BA/BS+20 lane shall be certificate renewal units (as approved and accepted by the State Department of Education), graduate or undergraduate hours in the teaching assignment of the employee and/or graduate hours as part of an Employer-approved advanced degree program. Hours beyond the MA/MS lane must be graduate credit only. Employees who were employed with the District during the 2005-2006 school year, and who have credits beyond the MA/MS lane will have those credits apply towards the MA/MS+10 lane if advancement on the salary schedule is requested. Hours being considered for advancement by the employee must be approved by the Superintendent or his designee in writing prior to enrolling in a course.
- G. If the need arises, an employee may be temporarily assigned to other duties during his/her preparation time. An employee will be compensated in the amount of the hourly rate that would be paid a substitute teacher. (Example: current sub pay = \$90.00 per day, employee would be compensated on the basis of \$11.25 per hour or round up to next even number). It is the employee's responsibility to complete the necessary forms and submit it to the board secretary.
- H. In order to hire needed employees, the Board may discretionally determine initial salary schedule placement and/or extracurricular salary schedule placement.

- I. The Board will pay each teacher \$20.00 per activity for supervising school activities outside the school day as approved by the building principal and which are not listed on the extra-duty pay schedule nor conflict with the pass exchange program. Such activities will include: pep bus supervision, concession stand supervision, crowd control and scoreboard operator and/or record keeper.

Weight room supervision shall be paid at a rate of \$10.00 per hour up to a maximum of two hours per day. Weight room supervision shall be approved in writing prior to the beginning of the activity by the building principal or superintendent. Time sheets shall be submitted by the first of the month for payment.

- J. Salaries are to be paid on a twelve-month basis and will be paid on the 20<sup>th</sup> day of each month. When a payday falls on a school holiday, vacation day or weekend, employees shall receive their paychecks on the last school work day preceding the holiday, vacation day or weekend.

- K. Summer checks, other than for summer employees, shall be mailed to the address designated by the employee or picked up at the school. The method shall be chosen and communicated to the Board Secretary on employee checkout day.

- L. Those employees new to the teaching profession may, at their request, receive up to fifty percent of their first monthly paycheck after the completion of the first twelve regular school work days. The balance of the contracted salary shall then be prorated over the remaining pay months.

- M. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and any other plans or programs jointly approved by the Association and the Board.



### ARTICLE XIII: INSURANCE

- A. The Employer will pay toward the single health insurance premium for each full-time employee not to exceed \$433.17 per month, less \$5.00 per month. More than one (1) group health plan from the same company may be offered to employees if allowed by the carrier. Employees may convert insurance dollars to a TSA, at a maximum of \$350 per month, if at least 75% of those eligible for the health insurance program stay in the group, if required by the insurance carrier. Negotiated excess insurance dollars beyond the actual single premium dollar amount are available to be directed toward a TSA (if \$10 or more per month), or excess insurance dollars may be directed toward family insurance. The TSA option is potentially available only to those employees who were employed and participating in the TSA option during 2004-05. Once an employee discontinues participation, the employee may not thereafter participate in the TSA option.
- B. The Employer agrees to provide each full-time employee with an income protection policy. Benefits provided by such policy will begin after a ninety-day (90 day) waiting period from the date of disability. Coverage provided by the policy will be a maximum payment of 60% of monthly salary not to exceed \$3,750 monthly for the period provided in the policy.
- C. For regular part-time employees, the Employer will pay a sum proportionate to that employee's hours to full-time toward health insurance and the prescription drug program collectively and long term disability income protection insurance.
- D. The Employer shall have the sole and exclusive right at any time to procure insurance from any reputable insurance company with the following stipulations:
1. Insurance coverage for new employees shall start the first of the month following the date of employment.
  2. New insurance rates shall be effective July 1 of each fiscal year.

## CHAPTER V: GRIEVANCES

### ARTICLE XIV: GRIEVANCE PROCEDURE

#### A. Definitions

A grievance is a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. An "aggrieved person" is the person making the complaint. The term "day" is defined as "working day" or days unless stated specifically to the contrary.

#### B. Purpose

The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

##### Step One - Building Principal (Informal)

An employee with a grievance shall first discuss it personally with the building principal with the object of resolving the matter informally. At that time the employee should inform the building principal that they are entering into the first step of the grievance procedure. This shall be within ten (10) working days of the time of the alleged violation or from the time the employee should have had reasonable knowledge of the event. The building principal will make a decision within 4 school days of the meeting unless both parties agree that additional time may be needed for a decision.

##### Step Two - Principal (Formal)

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the building principal, using the official grievance form, which shall state the nature of the grievance, note the specific clause or clauses of the Agreement allegedly violated and the remedy requested. The filing of the written grievance shall be within four (4) working days from the Step One decision. Within four (4) working days of filing the written grievance, the aggrieved person shall discuss the grievance with the building principal. At

this Step, the employee may be represented by him/herself or him/herself and a representative of the Association. The principal may be represented by him/herself and a representative. The principal shall make a decision on the grievance and communicate it in writing to the employee within four (4) working days after the step two discussion.

#### Step Three - Superintendent

In the event that the grievance has not been resolved satisfactorily at Step Two, the aggrieved person shall file, within four (4) working days from the building principal's response in Step Two, the written grievance with the Superintendent or his designee. Within six (6) working days after such grievance is filed, the Superintendent and/or his designee shall meet with the employee to resolve the grievance. The employee may be accompanied by an Association representative if he/she desires. The Superintendent or his designee shall, within six (6) working days, file an answer to the grievance and communicate it in writing to the employee and the principal.

#### Step Four - Binding Arbitration

If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step - impartial, binding arbitration. With the approval of the Association, the employee may submit a written request to the Superintendent to enter into such arbitration. This must be done within ten (10) working days of the Step Three answer. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within five (5) working days of the written request for arbitration. If the two (2) parties fail to agree, the PERB will be asked to supply seven (7) names of arbitrators. The parties will determine by coin flip the party, which will strike the first name at a meeting to be held within five (5) days receipt of the list. And the parties will then alternate in striking names. The last remaining name will be the arbitrator. The decision of the arbitrator shall be issued within thirty (30) calendar days from the close of hearing, unless an extension is mutually agreed upon by both parties to this Agreement. The decision of the arbitrator will be binding on the parties. The arbitrator's authority shall be strictly limited to deciding the grievance based on his interpretation of the

contract. His decision shall not amend, modify, ignore or add to the provisions of the Agreement. Expenses for the arbitrator shall be borne equally by the Employer and the Association.

**D. Rights and Limits**

1. The official Grievance Form will be prepared jointly by the Employer and the Association. Expenses for printing the form will be borne equally by the Employer and the Association. The form will be available from both the Association and the Employer's offices.
2. An employee covered by this Agreement shall present grievances in accordance with these procedures. An employee has the right to adjust grievances by him/herself or by him/herself and Association representation. The Association will receive a copy of written grievances and disposition at each Step after Step One. The Association must be a party to the Step Four (arbitration) procedure.
3. Failure of the employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. The Employer's failure to act, as provided in this Agreement, within the prescribed time limits shall permit the aggrieved person to proceed to the next step. The time limits, however, may be extended by mutual written agreement.
4. If a grievance is made in any manner other than under the grievance procedure, the Employer shall not be required to process the said claim or set of facts through the grievance procedure.
5. Any investigation or processing of any grievance by the aggrieved person shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the grieving employee or any employee.
6. The Employer shall not discriminate against an employee for filing a grievance. Records dealing with the processing of a grievance shall be filed only in a separate grievance file.
7. Whenever a grievance has been filed at such a time that it cannot be processed through all the steps of the procedure herein, so as to be resolved by the end of the school year, or if such grievance occurs during the summer, all grievance procedure timelines referred to as working days will revert to calendar days. The first calendar day will be the first day following the last

day of school until the grievance is fully processed or school resumes. Should school resume and the grievance has not been fully processed, any remaining timelines, fractional or otherwise, will again be read as written in this article with the first working day being the first day of school.

## West Central Valley Community School 2007-2008 Salary Schedule

	BA/BS	BA/BS+10	BA/BS+20	MA/MS	MA/MS+10	MA/MS+20
1	\$26,570	\$27,300	\$28,030	\$28,810	\$29,590	\$30,370
2	\$27,300	\$28,030	\$28,760	\$29,540	\$30,320	\$31,100
3	\$28,030	\$28,760	\$29,490	\$30,270	\$31,050	\$31,830
4	\$28,760	\$29,490	\$30,220	\$31,000	\$31,780	\$32,560
5	\$29,490	\$30,220	\$30,950	\$31,730	\$32,510	\$33,290
6	\$30,220	\$30,950	\$31,680	\$32,460	\$33,240	\$34,020
7	\$30,950	\$31,680	\$32,410	\$33,190	\$33,970	\$34,750
8	\$31,680	\$32,410	\$33,140	\$33,920	\$34,700	\$35,480
9	\$32,410	\$33,140	\$33,870	\$34,650	\$35,430	\$36,210
10	\$33,140	\$33,870	\$34,600	\$35,380	\$36,160	\$36,940
11	\$33,870	\$34,600	\$35,330	\$36,110	\$36,890	\$37,670
12	\$34,600	\$35,330	\$36,060	\$36,840	\$37,620	\$38,400
13		\$36,060	\$36,790	\$37,570	\$38,350	\$39,130
14		\$36,790	\$37,520	\$38,300	\$39,080	\$39,860
15		\$37,520	\$38,250	\$39,030	\$39,810	\$40,590
16		\$38,250	\$38,980	\$39,760	\$40,540	\$41,320
17		\$38,980	\$39,710	\$40,490	\$41,270	\$42,050
18		\$39,710	\$40,440	\$41,220	\$42,000	\$42,780
19		\$40,440	\$41,170	\$41,950	\$42,730	\$43,510
20				\$42,680	\$43,460	\$44,240

A longevity payment of \$500 will be paid to certified teachers after their first year on BA/BS+20 and/or MA/MS lanes.

Chapter 294 Phase monies have been incorporated into the salary schedule. Should Phase monies be prospectively reduced or eliminated, this salary schedule shall be proportionately reduced dollar for dollar. A per capita distribution of Phase monies is reflected in the salary schedule. Therefore, by way of example, if Phase monies were totally eliminated, Phase monies in the salary schedule would be divided by total FTE's paid from the salary schedule, and that dollar value would be subtracted from each cell of the salary schedule.

Extra duty supplemental generator base is \$24,000.00.

2007-2008 Extra Duty Schedule  
\$24,000 Generator Base

	HEAD HS FOOTBALL, BASKETBALL WRESTLING, BASEBALL, SOFTBALL			ASST HS FOOTBALL, BASKETBALL, WRESTLING, BASEBALL, SOFTBALL	
0		13.00%	0		8.10%
1		13.25%	1		8.35%
2		13.50%	2		8.60%
3		13.75%	3		8.85%
4		14.00%	4		9.10%
5		14.25%	5		9.35%
6		14.50%	6		9.60%
	HEAD HS TRACK, VOLLEYBALL, SOCCER			ASSISTANT HS TRACK, VOLLEYBALL, SOCCER	
0		11.75%	0		7.80%
1		12.00%	1		8.00%
2		12.25%	2		8.20%
3		12.50%	3		8.40%
4		12.75%	4		8.60%
5		13.00%	5		8.80%
6		13.25%	6		9.00%
	HEAD HS CROSS COUNTRY, GOLF TENNIS			ASSISTANT CROSS COUNTRY GOLF, TENNIS	
0		7.40%	0		5.00%
1		7.50%	1		5.10%
2		7.60%	2		5.20%
3		7.70%	3		5.30%
4		7.80%	4		5.40%
5		7.90%	5		5.50%
6		8.10%	6		5.60%
	HEAD JH FOOTBALL, BASKTBALL WRESLTING, BASEBALL, SOFTBALL			ASSISTANT FB, BB, WR COACHES	
0		6.70%	0		5.00%
1		6.85%	1		5.15%
2		7.00%	2		5.30%
3		7.15%	3		5.45%
4		7.30%	4		5.60%
5		7.45%	5		5.75%
6		7.60%	6		5.90%
	HEAD JH TRACK, VOLLEYBALL			HEAD JH CROSS COUNTRY	
0		6.25%	0		4.40%
1		6.40%	1		4.50%
2		6.55%	2		4.60%
3		6.70%	3		4.70%
4		6.85%	4		4.80%
5		6.85%	5		4.90%
6		7.00%	6		5.00%

2007-2008 Extra Duty Schedule  
\$24,000 Generator Base

CHEERLEADING, HS			CHEERLEADING, JH		
0		3.20%	0		1.70%
1		3.40%	1		1.80%
2		3.60%	2		1.90%
3		3.80%	3		2.00%
4		4.00%	4		2.10%
5		4.20%	5		2.20%
6		4.40%	6		2.30%
DRILL TEAM			FLAGS		
0		7.10%	0		2.95%
1		7.31%	1		3.04%
2		7.52%	2		3.13%
3		7.73%	3		3.22%
4		7.94%	4		3.31%
5		8.15%	5		3.40%
6		8.36%	6		3.49%
ACADEMIC BOWL			NEWSPAPER		
0		2.60%	0		2.25%
1		2.70%	1		2.35%
2		2.80%	2		2.45%
3		2.90%	3		2.55%
4		3.00%	4		2.65%
5		3.10%	5		2.75%
6		3.20%	6		2.85%
AV DIRECTOR			VTR@ MENLO		
0		3.90%	0		1.80%
1		4.00%	1		1.85%
2		4.10%	2		1.90%
3		4.20%	3		1.95%
4		4.30%	4		2.00%
5		4.40%	5		2.05%
6		4.50%	6		2.10%
B.A.T. TEAM - MAXIMUM 5 MEMBERS			JUNIOR CLASS SPONSOR, ASST		
PAY IN JUNE OF YEAR EARNED		1.00%	(USUALLY 4 PEOPLE) \$15/EVENT		
BUS DUTY HS			JUNIOR CLASS SPONSOR		
0		9.00%	0		2.60%
1		9.25%	1		2.70%
2		9.50%	2		2.80%
3		9.75%	3		2.90%
4		10.00%	4		3.00%
5		10.25%	5		3.10%
6		10.50%	6		3.20%



2007-2008 Extra Duty Schedule  
\$24,000 Generator Base

	FFA			FCCLA	
0		4.63%	0		4.63%
1		4.77%	1		4.77%
2		4.91%	2		4.91%
3		5.05%	3		5.05%
4		5.19%	4		5.19%
5		5.33%	5		5.33%
6		5.47%	6		5.47%
	BAND LESSONS(SUMMER) PER WEEK			ART FAIR	
0		2.25%	0		1.10%
1		2.35%	1		1.20%
2		2.45%	2		1.30%
3		2.55%	3		1.40%
4		2.65%	4		1.50%
5		2.75%	5		1.60%
6		2.85%	6		1.70%
	INSTRUMENTAL, HS			INSTRUMENTAL, MS	
0		10.00%	0		5.80%
1		10.25%	1		6.00%
2		10.50%	2		6.20%
3		10.75%	3		6.40%
4		11.00%	4		6.60%
5		11.25%	5		6.80%
6		11.50%	6		7.00%
	MUSICAL, HS			MUSICAL ASST & SET DIRECTOR	
0		5.40%	0		3.40%
1		5.50%	1		3.50%
2		5.60%	2		3.60%
3		5.70%	3		3.70%
4		5.80%	4		3.80%
5		5.90%	5		3.90%
6		6.00%	6		4.00%
	PLAY			PLAY SET	
0		5.40%	0		2.50%
1		5.50%	1		2.60%
2		5.60%	2		2.70%
3		5.70%	3		2.80%
4		5.80%	4		2.90%
5		5.90%	5		3.00%
6		6.00%	6		3.10%
	SCIENCE FAIR			MS SCIENCE FAIR	
0		2.95%	0		1.50%
1		3.00%	1		1.60%
2		3.05%	2		1.70%
3		3.10%	3		1.80%
4		3.15%	4		1.90%
5		3.20%	5		2.00%
6		3.25%	6		2.10%

2007-2008 Extra Duty Schedule  
\$24,000 Generator Base

	<b>SPEECH</b>			<b>HS Assist Speech</b>	
0		4.75%	0		2.50%
1		4.85%	1		2.60%
2		4.95%	2		2.70%
3		5.05%	3		2.80%
4		5.15%	4		2.90%
5		5.25%	5		3.00%
6		5.35%	6		3.10%
	<b>STUDENTS COUNCIL, HS</b>			<b>STUDENT COUNCIL, MS</b>	
0		3.25%	0		2.10%
1		3.30%	1		2.25%
2		3.35%	2		2.40%
3		3.40%	3		2.55%
4		3.45%	4		2.70%
5		3.50%	5		2.85%
6		3.65%	6		3.00%
	<b>VOCAL, HS</b>			<b>VOCAL, MS</b>	
0		10.00%	0		4.00%
1		10.25%	1		4.10%
2		10.50%	2		4.20%
3		10.75%	3		4.30%
4		11.00%	4		4.40%
5		11.25%	5		4.50%
6		11.50%	6		4.60%
	<b>Elem Vocal</b>	<b>1.00%</b>		<b>Elem Instrumental Music</b>	<b>1.00%</b>
	<b>YEARBOOK, HS</b>			<b>YEARBOOK, MS</b>	
0		6.50%	0		3.50%
1		6.60%	1		3.60%
2		6.70%	2		3.70%
3		6.80%	3		3.80%
4		6.90%	4		3.90%
5		7.00%	5		4.00%
6		7.10%	6		4.10%
	<b>YEARBOOK, ELEMENTARY \$200</b>				
	<b>NATL JR. HONOR SOCIETY</b>			<b>Assistant MS AD</b>	
0		2.10%	0		4.00%
1		2.25%	1		4.25%
2		2.40%	2		4.50%
3		2.55%	3		4.75%
4		2.70%	4		5.00%
5		2.85%	5		5.25%
6		3.00%	6		5.50%

**WEST CENTRAL VALLEY COMMUNITY SCHOOL  
FORMAL GRIEVANCE FORM**

\_\_\_\_\_  
Person filing the grievance

\_\_\_\_\_  
Principal receiving grievance-Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Time grievance was received

\_\_\_\_\_  
Building

\_\_\_\_\_  
Date grievance was received

\_\_\_\_\_  
Date filed

A formal grievance is filed per Chapter V, Section C, Step 2 of the Comprehensive Agreement between the West Central Valley Community School District and the West Central Valley Education Association.

A. Date Alleged Violation Occurred: \_\_\_\_\_  
\_\_\_\_\_

B. Section(s) of the Contract Grieved: \_\_\_\_\_  
\_\_\_\_\_

C. Statement of Alleged Violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Corrective Action Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved Person

E. Disposition of grievance by Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Decision Received by Aggrieved  
Person

\_\_\_\_\_  
Date Decision Rendered by Principal

\_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Superintendent receiving grievance -  
Signature

\_\_\_\_\_  
Time grievance was received

\_\_\_\_\_  
Date grievance was received

Disposition of grievance by Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date decision was received  
By aggrieved person

\_\_\_\_\_  
Date decision rendered by Superintendent

\_\_\_\_\_  
Signature of aggrieved person

\_\_\_\_\_  
Signature of Superintendent